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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA - CENTRAL DIVISION

NANCY COHEN, individual

Plaintiff,

v.

JPMORGAN CHASE BANK, N.A., a
national association

Defendant.

Case No. 2:23-10330-MWF-ADS

**STIPULATED PROTECTIVE
ORDER**

Trial Date: March 18, 2025

1. A. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles.

1 B. GOOD CAUSE STATEMENT

2 This action is likely to involve trade secrets, customer and pricing lists and
3 other valuable research, development, commercial, financial, technical and/or
4 proprietary information for which special protection from public disclosure and
5 from use for any purpose other than prosecution of this action is warranted. Such
6 confidential and proprietary materials and information consist of, among other
7 things, confidential business or financial information, information regarding
8 confidential business practices, or other confidential research, development, or
9 commercial information (including information implicating privacy rights of third
10 parties), information otherwise generally unavailable to the public, or which may be
11 privileged or otherwise protected from disclosure under state or federal statutes,
12 court rules, case decisions, or common law.

13 Accordingly, to expedite the flow of information, to facilitate the prompt
14 resolution of disputes over confidentiality of discovery materials, to adequately
15 protect information the parties are entitled to keep confidential, to ensure that the
16 parties are permitted reasonable necessary uses of such material in preparation for
17 and in the conduct of trial, to address their handling at the end of the litigation, and
18 serve the ends of justice, a protective order for such information is justified in this
19 matter. It is the intent of the parties that information will not be designated as
20 confidential for tactical reasons and that nothing be so designated without a good
21 faith belief that it has been maintained in a confidential, non-public manner, and
22 there is good cause why it should not be part of the public record of this case.

23 C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER SEAL

24 The parties further acknowledge, as set forth in Section 12.3, below, that this
25 Stipulated Protective Order does not entitle them to file confidential information
26 under seal; Local Civil Rule 79-5 sets forth the procedures that must be followed
27 and the standards that will be applied when a party seeks permission from the court
28 to file material under seal.

1 There is a strong presumption that the public has a right of access to judicial
2 proceedings and records in civil cases. In connection with non-dispositive motions,
3 good cause must be shown to support a filing under seal. *See Kamakana v. City and*
4 *County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006), *Phillips v. Gen. Motors*
5 *Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002), *Makar-Welbon v. Sony Electronics,*
6 *Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective orders
7 require good cause showing), and a specific showing of good cause or compelling
8 reasons with proper evidentiary support and legal justification, must be made with
9 respect to Protected Material that a party seeks to file under seal. The parties' mere
10 designation of Disclosure or Discovery Material as CONFIDENTIAL does not—
11 without the submission of competent evidence by declaration, establishing that the
12 material sought to be filed under seal qualifies as confidential, privileged, or
13 otherwise protectable—constitute good cause.

14 Further, if a party requests sealing related to a dispositive motion or trial,
15 then compelling reasons, not only good cause, for the sealing must be shown, and
16 the relief sought shall be narrowly tailored to serve the specific interest to be
17 protected. *See Pintos v. Pacific Creditors Ass'n.*, 605 F.3d 665, 677-79 (9th Cir.
18 2010). For each item or type of information, document, or thing sought to be filed
19 or introduced under seal in connection with a dispositive motion or trial, the party
20 seeking protection must articulate compelling reasons, supported by specific facts
21 and legal justification, for the requested sealing order. Again, competent evidence
22 supporting the application to file documents under seal must be provided by
23 declaration.

24 Any document that is not confidential, privileged, or otherwise protectable in
25 its entirety will not be filed under seal if the confidential portions can be redacted.
26 If documents can be redacted, then a redacted version for public viewing, omitting
27 only the confidential, privileged, or otherwise protectable portions of the document,
28 shall be filed. Any application that seeks to file documents under seal in their

entirety should include an explanation of why redaction is not feasible.

2. DEFINITIONS

2.1 Action: *Cohen v. JPMorgan Chase Bank, N.A.*, Case No. 2:23-10330-MWF-ADS (C.D. Cal.)

2.2 Challenging Party: a Party or Non-Party that challenges the designation of information or items under this Order.

2.3 “CONFIDENTIAL” Information or Items: information (regardless of how it is generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause Statement.

2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their support staff).

2.5 Designating Party: a Party or Non-Party that designates information or items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

2.6 Disclosure or Discovery Material: all items or information, regardless of the medium or manner in which it is generated, stored, or maintained (including, among other things, testimony, transcripts, and tangible things), that are produced or generated in disclosures or responses to discovery in this matter.

2.7 Expert: a person with specialized knowledge or experience in a matter pertinent to the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a consultant in this Action.

2.8 House Counsel: attorneys who are employees of a party to this Action. House Counsel does not include Outside Counsel of Record or any other outside counsel.

2.9 Non-Party: any natural person, partnership, corporation, association or other legal entity not named as a Party to this action.

2.10 Outside Counsel of Record: attorneys who are not employees of a

1 party to this Action but are retained to represent or advise a party to this Action and
2 have appeared in this Action on behalf of that party or are affiliated with a law firm
3 that has appeared on behalf of that party, and includes support staff.

4 2.11 Party: any party to this Action, including all of its officers, directors,
5 employees, consultants, retained experts, and Outside Counsel of Record (and their
6 support staffs).

7 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
8 Discovery Material in this Action.

9 2.13 Professional Vendors: persons or entities that provide litigation
10 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
11 demonstrations, and organizing, storing, or retrieving data in any form or medium)
12 and their employees and subcontractors.

13 2.14 Protected Material: any Disclosure or Discovery Material that is
14 designated as “CONFIDENTIAL.”

15 2.15 Receiving Party: a Party that receives Disclosure or Discovery
16 Material from a Producing Party.

17 3. SCOPE

18 The protections conferred by this Stipulation and Order cover not only
19 Protected Material (as defined above), but also (1) any information copied or
20 extracted from Protected Material; (2) all copies, excerpts, summaries, or
21 compilations of Protected Material; and (3) any testimony, conversations, or
22 presentations by Parties or their Counsel that might reveal Protected Material.

23 Any use of Protected Material at trial shall be governed by the orders of the
24 trial judge. This Order does not govern the use of Protected Material at trial.

25 4. DURATION

26 Once a case proceeds to trial, information that was designated as
27 CONFIDENTIAL or maintained pursuant to this protective order used or
28 introduced as an exhibit at trial becomes public and will be presumptively available

1 to all members of the public, including the press, unless compelling reasons
2 supported by specific factual findings to proceed otherwise are made to the trial
3 judge in advance of the trial. See *Kamakana*, 447 F.3d at 1180-81 (distinguishing
4 “good cause” showing for sealing documents produced in discovery from
5 “compelling reasons” standard when merits-related documents are part of court
6 record). Accordingly, the terms of this protective order do not extend beyond the
7 commencement of the trial.

8 **5. DESIGNATING PROTECTED MATERIAL**

9 **5.1 Exercise of Restraint and Care in Designating Material for Protection.**

10 Each Party or Non-Party that designates information or items for protection
11 under this Order must take care to limit any such designation to specific material
12 that qualifies under the appropriate standards. The Designating Party must
13 designate for protection only those parts of material, documents, items or oral or
14 written communications that qualify so that other portions of the material,
15 documents, items or communications for which protection is not warranted are not
16 swept unjustifiably within the ambit of this Order.

17 Mass, indiscriminate or routinized designations are prohibited.
18 Designations that are shown to be clearly unjustified or that have been made for
19 an improper purpose (e.g., to unnecessarily encumber the case development process
20 or to impose unnecessary expenses and burdens on other parties) may expose
21 the Designating Party to sanctions.

22 If it comes to a Designating Party’s attention that information or items that
23 it designated for protection do not qualify for protection, that Designating Party
24 must promptly notify all other Parties that it is withdrawing the inapplicable
25 designation.

26 **5.2 Manner and Timing of Designations.** Except as otherwise provided
27 in this Order (see, e.g., second paragraph of section 5.2(a) below), or as
28 otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for

1 protection under this Order must be clearly so designated before the material is
2 disclosed or produced.

3 Designation in conformity with this Order requires:

4 (a) for information in documentary form (e.g., paper or
5 electronic documents, but excluding transcripts of depositions or other
6 pretrial or trial proceedings), that the Producing Party affix at a minimum, the
7 legend “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each
8 page that contains protected material. If only a portion of the material on a page
9 qualifies for protection, the Producing Party also must clearly identify the
10 protected portion(s) (e.g., by making appropriate markings in the margins).

11 A Party or Non-Party that makes original documents available for
12 inspection need not designate them for protection until after the inspecting Party
13 has indicated which documents it would like copied and produced. During the
14 inspection and before the designation, all of the material made available for
15 inspection shall be deemed “CONFIDENTIAL.” After the inspecting Party has
16 identified the documents it wants copied and produced, the Producing Party must
17 determine which documents, or portions thereof, qualify for protection under
18 this Order. Then, before producing the specified documents, the Producing
19 Party must affix the “CONFIDENTIAL legend” to each page that contains
20 Protected Material. If only a portion of the material on a page qualifies for
21 protection, the Producing Party also must clearly identify the protected portion(s)
22 (e.g., by making appropriate markings in the margins).

23 (b) for testimony given in depositions that the Designating Party
24 identifies the Disclosure or Discovery Material on the record, before the
25 close of the deposition all protected testimony.

26 (c) for information produced in some form other than
27 documentary and for any other tangible items, that the Producing Party affix in a
28 prominent place on the exterior of the container or containers in which the

1 information is stored the legend “CONFIDENTIAL.” If only a portion or
2 portions of the information warrants protection, the Producing Party, to the
3 extent practicable, shall identify the protected portion(s).

4 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
5 failure to designate qualified information or items does not, standing alone, waive
6 the Designating Party’s right to secure protection under this Order for such
7 material. Upon timely correction of a designation, the Receiving Party must make
8 reasonable efforts to assure that the material is treated in accordance with the
9 provisions of this

10 Order.

11 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

12 6.1 Timing of Challenges. Any Party or Non-Party may
13 challenge a designation of confidentiality at any time that is consistent with
14 the Court’s Scheduling Order.

15 6.2 Meet and Confer. The Challenging Party shall initiate the
16 dispute resolution process under Local Rule 37-1 et seq.

17 6.3 Joint Stipulation. Any challenge submitted to the Court shall be
18 via a joint stipulation pursuant to Local Rule 37-2.

19 6.4 The burden of persuasion in any such challenge proceeding
20 shall be on the Designating Party. Frivolous challenges, and those made for
21 an improper purpose (e.g., to harass or impose unnecessary expenses and
22 burdens on other parties) may expose the Challenging Party to sanctions. Unless
23 the Designating Party has waived or withdrawn the confidentiality designation,
24 all parties shall continue to afford the material in question the level of protection
25 to which it is entitled under the Producing Party’s designation until the Court
26 rules on the challenge.
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1 7. ACCESS TO AND USE OF PROTECTED MATERIAL

2 7.1 Basic Principles. A Receiving Party may use Protected Material
3 that is disclosed or produced by another Party or by a Non-Party in connection
4 with this Action only for prosecuting, defending or attempting to settle this
5 Action. Such Protected Material may be disclosed only to the categories of persons
6 and under the conditions described in this Order. When the Action has been
7 terminated, a Receiving Party must comply with the provisions of section 13
8 below (FINAL DISPOSITION).

9 Protected Material must be stored and maintained by a Receiving Party at
10 a location and in a secure manner that ensures that access is limited to the
11 persons authorized under this Order.

12 7.2 Disclosure of “CONFIDENTIAL” Information or Items.
13 Unless otherwise ordered by the court or permitted in writing by the Designating
14 Party, a Receiving Party may disclose any information or item designated
15 “CONFIDENTIAL” only to:

16 (a) the Receiving Party’s Outside Counsel of Record in this Action,
17 as well as employees of said Outside Counsel of Record to whom it is
18 reasonably necessary to disclose the information for this Action;

19 (b) the officers, directors, and employees (including House Counsel) of
20 the Receiving Party to whom disclosure is reasonably necessary for this Action;

21 (c) Experts (as defined in this Order) of the Receiving Party to whom
22 disclosure is reasonably necessary for this Action and who have signed the
23 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

24 (d) the court and its personnel;

25 (e) court reporters and their staff;

26 (f) professional jury or trial consultants, mock jurors, and Professional
27 Vendors to whom disclosure is reasonably necessary for this Action and who have
28 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

1 (g) the author or recipient of a document containing the information or
2 a custodian or other person who otherwise possessed or knew the information;

3 (h) during their depositions, witnesses, and attorneys for witnesses, in
4 the Action to whom disclosure is reasonably necessary provided: (1) the deposing
5 party requests that the witness sign the form attached as Exhibit A hereto; and (2)
6 they will not be permitted to keep any confidential information unless they sign the
7 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise
8 agreed by the Designating Party or ordered by the court. Pages of transcribed
9 deposition testimony or exhibits to depositions that reveal Protected Material may
10 be separately bound by the court reporter and may not be disclosed to anyone except
11 as permitted under this Stipulated Protective Order; and

12 (i) any mediator or settlement officer, and their supporting personnel,
13 mutually agreed upon by any of the parties engaged in settlement discussions.

14 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
15 IN OTHER LITIGATION

16 If a Party is served with a subpoena or a court order issued in other litigation
17 that compels disclosure of any information or items designated in this Action
18 as “CONFIDENTIAL,” that Party must:

19 (a) promptly notify in writing the Designating Party. Such
20 notification shall include a copy of the subpoena or court order;

21 (b) promptly notify in writing the party who caused the subpoena
22 or order to issue in the other litigation that some or all of the material covered
23 by the subpoena or order is subject to this Protective Order. Such notification shall
24 include a copy of this Stipulated Protective Order; and

25 (c) cooperate with respect to all reasonable procedures sought
26 to be pursued by the Designating Party whose Protected Material may be affected.

27 If the Designating Party timely seeks a protective order, the Party served with
28 the subpoena or court order shall not produce any information designated in

1 this action as “CONFIDENTIAL” before a determination by the court from which
2 the subpoena or order issued, unless the Party has obtained the Designating
3 Party’s permission. The Designating Party shall bear the burden and expense of
4 seeking protection in that court of its confidential material and nothing in these
5 provisions should be construed as authorizing or encouraging a Receiving Party in
6 this Action to disobey a lawful directive from another court.

7 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
8 PRODUCED IN THIS LITIGATION

9 (a) The terms of this Order are applicable to information produced
10 by a Non-Party in this Action and designated as “CONFIDENTIAL.” Such
11 information produced by Non-Parties in connection with this litigation is
12 protected by the remedies and relief provided by this Order. Nothing in these
13 provisions should be construed as prohibiting a Non-Party from seeking additional
14 protections.

15 (b) In the event that a Party is required, by a valid discovery
16 request, to produce a Non-Party’s confidential information in its possession, and
17 the Party is subject to an agreement with the Non-Party not to produce the
18 Non-Party’s confidential information, then the Party shall:

19 (1) promptly notify in writing the Requesting Party and the
20 Non-Party that some or all of the information requested is subject to a
21 confidentiality agreement with a Non-Party;

22 (2) promptly provide the Non-Party with a copy of the
23 Stipulated Protective Order in this Action, the relevant discovery request(s), and
24 a reasonably specific description of the information requested; and

25 (3) make the information requested available for inspection
26 by the Non-Party, if requested.
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1 (c) If the Non-Party fails to seek a protective order from this court
2 within 14 days of receiving the notice and accompanying information, the
3 Receiving Party may produce the Non-Party's confidential information responsive
4 to the discovery request. If the Non-Party timely seeks a protective order, the
5 Receiving Party shall not produce any information in its possession or control
6 that is subject to the confidentiality agreement with the Non-Party before a
7 determination by the court. Absent a court order to the contrary, the Non-Party
8 shall bear the burden and expense of seeking protection in this court of its
9 Protected Material.

10 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

11 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
12 Protected Material to any person or in any circumstance not authorized under
13 this Stipulated Protective Order, the Receiving Party must immediately (a)
14 notify in writing the Designating Party of the unauthorized disclosures, (b) use its
15 best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform
16 the person or persons to whom unauthorized disclosures were made of all the terms
17 of this Order, and (d) request such person or persons to execute the
18 "Acknowledgment and
19 Agreement to Be Bound" that is attached hereto as Exhibit A.

20 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
21 PROTECTED MATERIAL

22 When a Producing Party gives notice to Receiving Parties that certain
23 inadvertently produced material is subject to a claim of privilege or other protection,
24 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
25 Procedure 26(b)(5)(B). This provision is not intended to modify whatever
26 procedure may be established in an e-discovery order that provides for production
27 without prior privilege review. Pursuant to Federal Rule of Evidence 502(d)
28 and (e), insofar as the parties reach an agreement on the effect of disclosure

1 of a communication or information covered by the attorney-client privilege or
2 work product protection, the parties may incorporate their agreement in the
3 stipulated protective order submitted to the court.

4 **12. MISCELLANEOUS**

5 12.1 Right to Further Relief. Nothing in this Order abridges the right of
6 any person to seek its modification by the Court in the future.

7 12.2 Right to Assert Other Objections. By stipulating to the entry of
8 this Protective Order, no Party waives any right it otherwise would have to
9 object to disclosing or producing any information or item on any ground not
10 addressed in this Stipulated Protective Order. Similarly, no Party waives any right
11 to object on any ground to use in evidence of any of the material covered by this
12 Protective Order.

13 12.3 Filing Protected Material. A Party that seeks to file under seal
14 any Protected Material must comply with Local Civil Rule 79-5. Protected
15 Material may only be filed under seal pursuant to a court order authorizing the
16 sealing of the specific Protected Material at issue. If a Party's request to file
17 Protected Material under seal is denied by the court, then the Receiving Party may
18 file the information
19 in the public record unless otherwise instructed by the court.

20 **13. FINAL DISPOSITION**

21 After the final disposition of this Action, as defined in paragraph 4, within
22 60 days of a written request by the Designating Party, each Receiving Party must
23 return all Protected Material to the Producing Party or destroy such material. As
24 used in this subdivision, "all Protected Material" includes all copies, abstracts,
25 compilations, summaries, and any other format reproducing or capturing any
26 of the Protected Material. Whether the Protected Material is returned or
27 destroyed, the Receiving Party must submit a written certification to the Producing
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1 Party (and, if not the same person or entity, to the Designating Party) by the 60
2 day deadline that (1) identifies (by category, where appropriate) all the Protected
3 Material that was returned or destroyed and (2) affirms that the Receiving
4 Party has not retained any copies, abstracts, compilations, summaries or any other
5 format reproducing or capturing any of the Protected Material. Notwithstanding
6 this provision, Counsel are entitled to retain an archival copy of all pleadings,
7 motion papers, trial, deposition, and hearing transcripts, legal memoranda,
8 correspondence, deposition and trial exhibits, expert reports, attorney work
9 product, and consultant and expert work product, even if such materials contain
10 Protected Material. Any such archival copies that contain or constitute
11 Protected Material remain subject to this Protective Order as set forth in
12 Section 4 (DURATION).

13 14. VIOLATION

14 Any violation of this Order may be punished by appropriate measures
15 including, without limitation, contempt proceedings and/or monetary sanctions.

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28 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

1 Dated: August 27, 2024

JEFFREY S. SHINBROT, APLC

2
3 By: /s/ Jeffrey S. Shinbrot

4 JEFFREY S. SHINBROT, ESQ.
Counsel to Plaintiff Nancy Cohen

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6 Dated: August 27, 2024

GREENBERG TRAURIG, LLP

7
8 By /s/ Layal L. Bishara

9 Layal L. Bishara
Attorneys for Defendant
10 JPMORGAN CHASE BANK, N.A.

11 **SIGNATURE ATTESTATION**

12 Pursuant to Local Rule 5-4.3.4(a)(2), I hereby attest that all signatories listed above,
13 and on whose behalf this filing is submitted, concur in the filings' content and have
14 authorized the filing.
15

16 Dated: August 27, 2024

JEFFREY S. SHINBROT, APLC

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18 By: /s/ Jeffrey S. Shinbrot

19 JEFFREY S. SHINBROT, ESQ.
Counsel to Plaintiff Nancy Cohen

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1 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

2 Dated: 08/28/2024

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4 By /s/ Autumn D. Spaeth
5 HON. AUTUMN D. SPAETH
6 United States Magistrate Judge
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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ of _____, declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on _____ in the case of NANCY COHEN v. JPMORGAN CHASE BANK, N.A., Case No. 2:23-10330-MWF-ADS. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for enforcing the terms of this Stipulated Protective

Order, even if such enforcement proceedings occur after termination of this action.

I hereby appoint _____ [print or type full name] of _____ as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____